

[1847]



THIRD SUPPLEMENT

TO THE

VICTORIA
GOVERNMENT GAZETTE

OF WEDNESDAY, MAY 21, 1902.

Published by Authority.

No. 53.]

TUESDAY, MAY 27.

[1902.

ALTERATIONS IN THE REGULATIONS UNDER THE LAND ACT 1901.

At the Executive Council Chamber, Melbourne, the thirteenth day of May, 1902.

PRESENT :

His Excellency the Governor of Victoria.

Mr. Peacock
Sir Samuel Gillott
Mr. Wynne
Mr. Trenwith
Mr. Morrissey

Mr. Duggan
Mr. Burton
Mr. Gurr
Mr. McGregor.

WHEREAS by Section 208 of the *Land Act* 1901 power is given to the Governor in Council from time to time to make, alter, and rescind rules, regulations, and orders for the various purposes therein proscribed : Now therefore His Excellency the Governor of the State of Victoria, by and with the advice of the Executive Council thereof, doth hereby make the following alterations in the Regulations, made by Order of the 8th day of January, 1902 (that is to say) :—

Land Act 1901.

ALTERATION OF REGULATIONS MADE ON 8TH JANUARY, 1902.

Part I.—General.

Part II.—Crown Lands other than Mallee Lands.

Part III.—Mallee Lands.

The subjoined Schedules A¹, B¹, E¹, G¹, K¹, and A F are hereby substituted for Schedules A¹, B¹, E¹, G¹, K¹, and A F to the Regulations made by His Excellency the Governor in Council, on 8th January, 1902.

May 27, 1902.

1948

SCHEDULE A⁴.—(CHAP. II., PART 1.)

Entered in the Register Book.
Vol. Fol.

Assistant Registrar of Titles.

EDWARD VII., by the Grace of God of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas King, Defender of the Faith, Emperor of India, to all to whom these presents shall come, greeting—

WHEREAS in conformity with the laws relating to the sale and occupation of Crown lands in our State of Victoria the person hereinafter named has in consideration of the sum of which sum has been duly paid to us become entitled to a grant in fee simple of the surface and down to the depth of feet below the surface of the land hereinafter described Now know ye that in consideration of the sum so paid and in pursuance of the *Land Act* 1901 We do hereby grant unto

h heirs and assigns so much and such parts as lie above the depth of feet below the surface of All that piece of land in the said State containing

delimited with the measurements and abutments thereof in the map drawn in the margin of these presents and therein coloured yellow Provided nevertheless that the grantee shall be entitled to sink wells for water and to the use and enjoyment of any spring or springs of water upon or within the boundaries of the said land for any and for all purposes as though he held the land without limitation as to depth Excepting nevertheless unto us our heirs and successors all gold and silver and auriferous and argentiferous earth and stone and all mines seams lodes and deposits containing gold silver copper tin antimony coal and other metals and minerals and mineral ores in upon and under and within the boundaries of the land hereby granted And also reserving to us our heirs and successors free liberty and authority for us our heirs and successors and our and their licensees agents and servants at any time or times hereafter to enter upon the said land and to search and mine therein for gold silver copper tin antimony coal and all other metals and minerals and mineral ores and to extract and remove therefrom any gold silver and any auriferous and argentiferous earth or stone copper tin antimony coal and other metals and minerals and mineral ores and to search for and work dispose of and carry away the gold silver copper tin antimony coal metals minerals and their ores and the mines metals and minerals in the land lying in upon and under the land hereby granted and for the purposes aforesaid to sink shafts make drives erect machinery and to carry on any works and do any other things which may be necessary or usual in mining and with all other incidents that are necessary to be used for the getting of the said gold silver copper tin antimony coal and other metals and minerals and mineral ores and the working of all mines seams lodes and deposits containing gold silver copper tin antimony coal and other metals and minerals and mineral ores in upon or under the land hereby granted To hold unto the said

h heirs and assigns for ever Provided always that the said land is and shall be subject to be resumed for mining purposes under section 180 of the *Land Act* 1901 And provided also that the said land is and shall be subject to the right of any person being the holder of a miner's right or of a licence to search for metals or minerals or of a mining or mineral lease to enter therein and to mine for gold silver copper tin antimony coal and other metals and minerals and mineral ores and to erect and to occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those on which the holder of a miner's right or of a mining or mineral lease had at the date of these presents the right to mine for gold and silver in and upon Crown lands. Provided that compensation shall be paid to the said

NOTE.—The bearings and measurements of the land hereby granted are approximately given on this plan. The measurements are in links. h heirs executors administrators assigns and transferees by such person for surface damage to be done to such lands by reason of mining thereon such compensation to be determined as provided for the time being by law for the case of land resumed for mining purposes and the payment thereof to be a condition precedent to such right of entry.

Dated the day of in the year of our Lord One thousand hundred being the day the person herein named became entitled to this grant.

In testimony whereof we have caused this our grant to be sealed at Melbourne with the seal of the said State. Witness our trusty and well-beloved Governor in and over the said State of Victoria and its Dependencies in the Commonwealth of Australia. (L.S.)

Memorials of Instruments.

Nature of Instrument.	Time of its Production for Registration.	Names of the Parties to it.	Number or Symbol thereon.
	The day of 1 at o'clock in the noon.		

SCHEDULE B⁴.—(CHAP. II., PART 1.)

Entered in the Register Book,
Vol. Fol.

Assistant Registrar of Titles.

EDWARD VII., by the Grace of God of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas King Defender of the Faith Emperor of India To all to whom these presents shall come greeting

WHEREAS in conformity with the laws relating to the sale and occupation of Crown lands in our of Victoria the person hereinafter named has in consideration of the sum of which sum has been duly paid to us become entitled to a grant in fee simple of the surface and down to the depth of feet below the surface of the land hereinafter described

Now know ye that in consideration of the sum so paid and in pursuance of the *Land Act 1901* We do hereby grant unto

h heirs and assigns so much and such parts as lie above the depth of feet below the surface of all that piece of land in the said containing delineated with the measurements

and abuttals thereof in the map drawn in the margin of these presents and therein coloured yellow Provided nevertheless that the grantee shall be entitled to sink wells for water and to the use and

enjoyment of any spring or springs of water upon or within the boundaries of the said land for any and for all purposes as approximately though he held the land without limitation as to depth. Ex-

NOTE.—The bearings and measurements are approximately given on this plan. The measurements are in links. and silver and auriferous and argentiferous earth and stone and all mines seams lodes and deposits containing gold

silver copper tin antimony coal and other metals and minerals and mineral ores in upon and under and within the boundaries of the land hereby granted And also reserving to us our heirs and successors free liberty

and authority for us our heirs and successors and our and their licensees agents and servants at any time or times hereafter to enter upon the said land and to search and mine therein for gold silver copper tin antimony coal and all other

metals and minerals and mineral ores and to extract and remove therefrom any gold silver and any auriferous and argentiferous earth or stone copper

tin antimony coal and other metals and minerals and mineral ores and to search for and work dispose of and carry away the gold silver copper tin antimony

coal metals minerals and their ores and the mines metals and minerals in the land lying in upon and under the land hereby granted and for the pur-

poses aforesaid to sink shafts make drives erect machinery and to carry on any works and do any other things which may be necessary or usual in mining

and with all other incidents that are necessary to be used for the getting of the said gold silver copper tin antimony coal and other metals and minerals and

mineral ores and the working of all mines seams lodes and deposits containing gold silver copper tin antimony coal and other metals and minerals and

mineral ores in upon or under the land hereby granted To hold unto the said h heirs and assigns for ever

Provided always that the said land is and shall be subject to be resumed for mining purposes under section 180 of the *Land Act 1901* And

provided also that the said land is and shall be subject to the right of any person being the holder of a miner's right or of a licence to search for metals

or minerals or of a mining or mineral lease to enter therein and to mine for gold silver copper tin antimony coal and other metals and minerals and mineral

ores and to erect and to occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those on which

the holder of a miner's right or of a mining or mineral lease had at the date of these presents the right to mine for gold and silver in and upon

Crown lands And it is an express condition of this grant that neither the grantee nor any one claiming through or under him shall be entitled to

any compensation in respect of damage to be done to any part of the land hereby granted or to any improvements thereon by mining therein or

thereon within the meaning of the Mines Acts.

Dated the day of in the year of our Lord One thousand hundred being the day the person herein

named became entitled to this grant.

In testimony whereof we have caused this our grant to be sealed at Melbourne with the seal of the said State Witness our trusty and well-beloved

Governor in and over the said State of Victoria and its Dependencies in the Commonwealth of Australia.

(L.S.)

MEMORIALS OF INSTRUMENTS.

Nature of Instrument.	Time of its Production for Registration.	Names of the Parties to it.	Number or Symbol thereon.
	The day of 1, at o'clock in the noon.		

SCHEDULE E⁴.—(CHAP. IV., PART 2.)

Entered in the Register Book, Vol. Fol. Assistant Registrar of Titles.

LEASE OF A GRAZING AREA UNDER THE LAND ACT 1901.

THIS Indenture dated in accordance with the *Land Act 1901* the first day of in the year of our Lord One thousand and made between His Excellency Governor in and

over the State of Victoria and its Dependencies in the name and on behalf of His Most Gracious Majesty King Edward VII. of the one part and of

in the State of Victoria (hereinafter called "the Lessee") of the other part.

Whereas the Governor with the advice of the Executive Council has agreed to grant this lease of the grazing area hereinafter described for the term of

years and calendar months less three days at the annual rent of being the rent fixed and reserved in accordance with the provisions of the

Land Act 1901 to the lessee who is entitled thereto under the provisions of the said Act and the lessee has paid half a year's rent in advance And whereas

the Governor with the advice aforesaid has approved of and directed the conditions and provisions hereinafter contained to be inserted in this lease

framed in accordance with the regulations made in pursuance of the provisions of the said Act Now this Indenture witnesseth that in consideration of

such payment aforesaid and of the rent hereby reserved and of the covenants by the lessee hereinafter contained His Majesty doth by these presents grant

and demise unto the lessee his executors administrators and assigns all that grazing area situate in the parish of county of in the

State of Victoria containing acres more or less and delineated on the plan kept in accordance with the provisions of the said

Act and thereon numbered in the said parish and also delineated on the plan drawn in the margin of these presents and therein

coloured yellow together with the appurtenances Excepting and reserving unto His Majesty his heirs and successors all gold and silver and auriferous and argentiferous earth and stone and all copper tin antimony coal and all other metals and minerals whatsoever and all mines seams veins lodes and deposits containing gold silver copper tin antimony coal and other metals and minerals in upon and under the said demised premises together with liberty for His Majesty his heirs and successors and his and their agents servants lessees licensees and assigns at any time or times during the said term to enter upon the said land and to search and mine therein for gold silver copper tin antimony coal and other metals and minerals and to remove therefrom any gold silver auriferous and argentiferous earth or stone copper tin antimony coal and other metals and minerals and for the purposes aforesaid to sink shafts make drives and do any other things which may be necessary or usual in mining And also excepting and reserving to His Majesty his heirs and successors and each and every other lessee of any grazing area and the holder of a miner's right or of a gold mining or mineral lease and his heirs and their agents and servants tenants and workmen liberty and right of ingress egress and regress at all times through over and across the premises hereby demised with or without horses cattle and other animals carts waggons and carriages to or from such grazing area or part thereof or to or from any claim or mine from and to any public road or track subject to such regulation to be made by the Governor with the advice of the Executive Council as may for the time being be in force And also excepting and reserving unto His Majesty his heirs and successors and all persons duly licensed under section 145 of the *Land Act* 1901 to cut and take away any live or dead timber on Crown lands and all persons specially licensed in that behalf by the Governor in Council full and free liberty at all times to enter upon the said demised lands and therefrom to cut and take away live or dead timber To have and to hold the premises hereinbefore expressed to be hereby demised unto the lessee his executors administrators and assigns for the term of . . . years and . . . calendar months less three days from the day of the date hereof Yielding and paying therefor during the said term the yearly rent of . . . by two equal half-yearly payments in advance on the first day of . . . and the first day of . . . in every year clear of all deductions the first of the said half-yearly payments having been made as aforesaid the next of the said half-yearly payments to be made on the first day of . . . next and the last of the said half-yearly payments to be made on the first day of . . . next preceding the expiration of the said term And the lessee doth hereby for himself his heirs executors administrators and assigns covenant and agree with His Majesty his heirs and successors that he the lessee his executors administrators and assigns will during the said term observe perform and be bound by the several covenants conditions provisos acts matters and things hereinafter contained (that is to say):—

Note.—The lengths of the boundaries of . . . are approximately given in this plan in links.

1. That he or they will pay the said rent hereinbefore reserved in advance at the times and in manner hereinbefore appointed for payment thereof clear of all deductions.

2. That he or they will during the said term pay all existing and future rates assessments and taxes for the time being payable either by landlord or tenant in respect of the said premises.

3. That he or they will not assign sublet subdivide or part with the possession of the land hereby demised or any portion thereof without the previous consent of the Board of Land and Works signified in writing.

4. That he or they will at once after the granting of this lease to the satisfaction of the Board of Land and Works commence and continue to destroy and will within three years after the granting of this lease have destroyed to the satisfaction of the Board of Land and Works the animals and birds by the said Act included in the term "vermin" or which the Governor with the advice of the Executive Council may by proclamation in the *Government Gazette* declare or have declared to be vermin for the purposes of the said Act or any Act thereby repealed upon such land and will keep the same free of such animals and birds Bathurst burr wild briar and gorse to the satisfaction of the Board of Land and Works during the currency of this lease.

5. That he or they will repair and keep in good condition and repair during the continuance of the term hereby granted all houses fences wells reservoirs tanks dams and all substantial and permanent improvements situated on the premises hereby demised whether made erected or constructed by the said lessee his executors administrators or assigns or not reasonable wear and tear and damage by fire storm and tempest alone excepted and that the lessee his executors administrators or assigns will not remove fill up or render useless or cause to be removed filled up or rendered useless any of the same without first obtaining the permission of the Board of Land and Works signified in writing.

6. That he or they will not during the continuance of the term hereby granted ring or destroy or except for the purpose of fencing or building or domestic use on the land hereby demised cut down any timber in or upon the land hereby demised unless with the sanction of the Board of Land and Works signified in writing and then only under the supervision of an officer appointed in that behalf by the said Board.

7. That he or they will if not sooner called upon under the provisions of the *Fences Act* 1890 within three years from the date of these presents enclose the land hereby demised with a fence of such kind as shall come within the meaning assigned to the word "fence" by Part I of the *Land Act* 1901 and keep the same in repair during the continuance of the term hereby granted.

8. That he or they will at the expiration or sooner determination of the said term hereby granted peaceably deliver up to His Majesty his heirs or successors the premises hereby demised together with all houses fences wells reservoirs tanks dams and all improvements that now are or may be made erected or constructed thereon in such good or sufficient repair and condition as aforesaid and in all respects in such state and condition as shall be consistent with the due performance of the several covenants hereinbefore contained.

9. That he or they will permit any person appointed in that behalf by the Board of Land and Works at any time to enter upon the premises hereby demised to ascertain if the conditions and covenants of this lease are being performed by the lessee.

10. That every holder of a miner's right or of a gold mining or mineral lease shall have the right and be allowed by the lessee his executors administrators and assigns to enter upon the area hereby demised and search for gold silver copper tin antimony coal and other metals and minerals and to mine thereon and to erect and occupy mining plant and machinery without making any compensation to the lessee his executors administrators or assigns for surface or other damage And also that these presents shall become absolutely void on any assignment thereof save under the provisions of the *Land Act* 1901.

Provided always and it is hereby agreed and declared—

11. That it is a condition of this lease that His Majesty his heirs and successors may at any time and from time to time during the said term resume possession of any part or parts of the land hereby demised which may in the opinion of the Governor with the advice aforesaid be required for the purposes of water supply irrigation works races dams and ditches or for public railways roads canals or for tramways or other internal communication through such lands or for mining purposes or for the purpose of obtaining or removing therefrom guano or other manure stone or earth or for sites of inns stores smithies bakeries or similar buildings or of bathing-houses bathing-places fishermen's residences drying grounds fellmongering establishments slaughter-houses lime-kilns bridges ferries toll or punt houses tanneries factories saw or paper mills quays docks landing-places or the deposit of materials ship building and repairing boat building and repairing or for the working of mineral springs or for the manufacture of salt or for the purpose of erecting pumps or for the purpose of cutting digging and taking away any live or dead timber gravel stone ballast limestone salt shell seaweed and loam brick or other earth and that the Governor in Council or the Board of Land and Works may at any time enter upon the whole or portion of the area hereby granted for the purpose of resuming any land comprised in this lease required as aforesaid and that the lessee shall upon such entry remove any improvements from the land so resumed and relinquish and give up possession of the grazing area or part to His Majesty his heirs or successors. Provided always that there shall be paid by His Majesty his heirs or successors the actual cost of removing or re-erecting and any actual depreciation in value caused by such removal or re-erection of such improvements and the amount of loss sustained by the lessee in consequence of the relinquishment of improvements not removable. Such cost or amount shall be fixed by the Board but shall not include compensation for severance or for any person's interest in the unexpired term of this lease and may be paid to such person or persons as the Board determines.

12. That it is a further condition that His Majesty his heirs and successors may at any time and from time to time during the term hereby granted in accordance with the regulations to be made by the Governor with the advice aforesaid in that behalf resume as sites for townships or villages or for mining purposes and re-enter upon the whole or any portion of the land hereby demised upon payment to the lessee his executors administrators or assigns of the full value of all houses fences (within the meaning aforesaid) wells reservoirs tanks dams and of all substantial and permanent improvements made erected or constructed by the lessee his executors administrators or assigns on the lands so resumed but nothing in this lease contained shall be construed to give a better tenure to the lessee his executors administrators or assigns in regard to the right of miners authorized by the responsible Minister of the Crown for the time being administering the *Land Act* 1901 subject to any conditions he may think fit to impose to enter upon any portion specified by the said Minister of the land hereby demised in search of gold than was possessed by pastoral tenants under *The Land Act* 1869 with regard to the right of miners to enter upon the lands occupied by such pastoral tenants.

13. That nothing in the last two preceding clauses contained shall prejudice or be construed as restricting the generality of the covenant on the part of the lessee hereinbefore contained conferring on the holder of a miner's right or of a gold mining or mineral lease the right to enter upon the demised land and exercise the other rights in such covenant mentioned. And in case of any land being required to be resumed for mining purposes the Governor with the advice aforesaid shall determine and have the election whether it shall be resumed under the provisions of the 103rd section of the *Land Act* 1901 or under the provisions hereinbefore contained and if so under which of the provisions hereinbefore contained it shall be so resumed or taken. And it is hereby declared that in case possession of any part or parts of the said land shall be resumed as aforesaid the covenants provisions and agreements herein contained with reference to the whole of the premises shall continue in force and apply to such part of the same as shall be left in the possession of the lessee his executors administrators or assigns.

14. That it is a further condition that the term hereby granted may be determined by His Majesty his heirs or successors at any time by not less than two years' previous notice in writing of such intention addressed to the lessee his executors administrators or assigns and published in three consecutive ordinary numbers of the *Government Gazette* and upon payment to the lessee his executors administrators or assigns for his interest in this lease together with the value of houses fences (within the meaning aforesaid) wells reservoirs tanks dams and of all substantial and permanent improvements made erected or constructed by the lessee his executors administrators or assigns prior to the date of such notice and during the currency of this lease on the land so resumed provided that the sum paid in respect of such improvements by the Board of Land and Works shall not exceed the sum expended thereon by the lessee his executors administrators or assigns and that such sum shall be determined in accordance with the regulations aforesaid and that the compensation to be paid to the lessee his executors administrators or assigns in respect of his or their interest in the lease shall be determined in manner provided by the *Lands Compensation Act* 1890 or any Act amending the same.

15. That these presents are upon this further condition that in the event of the lessee his executors administrators or assigns becoming the licensee or licensees of any portions of the land hereby demised as an agricultural or grazing allotment and his or their licence thereafter being annulled for any breach of the provisions of the *Land Act* 1901 or of the conditions of such licence or if and whenever there shall be a breach of or non-compliance with any of the covenants conditions provisions agreements acts matters or things herein by the lessee to be performed or observed and the Governor with the advice aforesaid shall determine that this lease shall in consequence be avoided (and the production of the minute of the proceedings of the Executive Council whereat such determination was arrived at shall be conclusive evidence thereof) or if the land hereby demised or any part thereof is assigned whether by operation of law or otherwise except as hereinbefore mentioned or as in the *Land Act* 1901 otherwise expressly provided then these presents and the term hereby created shall be void and of no effect. And immediately thereupon it shall be lawful for any bailiff of Crown lands or for any other agents or officers authorized in that behalf by His Majesty or by the Governor with the advice aforesaid without any demand whatsoever to enter upon the land hereby demised and the lessee his executors administrators and assigns and all persons claiming from under or through him or them for ever to expel and remove therefrom without any legal process whatsoever and as effectually as any sheriff might do in case His Majesty had obtained judgment in ejectment for recovery of possession of the said land or in an action for the recovery of land and a writ of possession or other process had issued on such judgment directed to such sheriff in due form of law. And that in case of such entry and any action being brought or other proceeding taken for or on account of the same by any person whomsoever the defendants or defendant to such action may plead leave and licence thereto and these presents shall be

conclusive evidence of the leave and licence of the lessee his executors or administrators and all persons claiming from under or through him or them to any bailliff of Crown lands and all persons acting in the matters complained of in such action or other proceedings.

16. That these presents are upon this further condition that in the event of any portion of the land hereby demised being at any time or times required by the Victorian Railways Commissioner for the construction of railways railway stations or railway works already or hereafter authorized to be constructed or by the Governor or Administrator of the Government of Victoria by and with the advice of the Executive Council thereof hereinafter designated the Governor in Council for the construction of water supply works irrigation works reservoirs dams races water-courses or drains or for public roads or highway to be hereafter set out by the Governor in Council he the said lessee his executors administrators or assigns will upon being allowed by the Victorian Railways Commissioner or Governor in Council one month after receiving notice in writing from the Victorian Railways Commissioner or Governor in Council that the land is so required for the removal by him or them of any houses buildings or fences upon the land so required remove such houses buildings and fences and relinquish possession of the land so required and that neither he nor they will make any claim for compensation whatsoever for the said houses buildings fences or for any improvements upon the said land or for the cost which he or they may incur in such removal nor will he or they make any claim for compensation for any right or interest which he or they may possess in such lease or in such land beyond a proportionate reduction of rent which shall in all cases be fixed by an officer appointed by the Governor in Council for such purpose or in respect of the severance of such land from the other lands held under this lease And it is hereby expressly agreed between the parties hereto that this covenant is to be construed as a release by the said lessee his executors administrators and assigns to His Majesty his heirs and successors from all or any payment to him or them and from all claims thereto which might otherwise have been made in respect of resumption of any portion of the land hereby demised for railway purposes or for the purpose of the construction of water supply works irrigation works reservoirs dams races water-courses or drains or for public roads or highway under the before contained conditions for resumption by or on behalf of His Majesty his heirs and successors.

17. That these presents are upon this further condition that each and every other lessee of any grazing area his visitors agents workmen and servants shall have the right of ingress egress and regress to and from his grazing area over the land hereby demised through from and to any public road or track subject to any regulations for the time being in force made under the *Land Act* 1901.

18. That the term "Governor" in these presents shall mean the Governor Lieutenant-Governor or other person administering the Government of the State of Victoria for the time being unless such meaning shall be inconsistent with the context.

In witness whereof His Excellency Governor
in and over the State of Victoria and its Dependencies hath on behalf
of His Majesty the King caused this demise to be sealed with the seal
of the said State and the lessee hath hereunto set his hand and seal.
Signed sealed and delivered by the } (L.S.)
above-named }
in the presence of— }

SCHEDULE G⁴.—(CHAP. V., PART 2.)

RESIDENCE LICENCE OF AN AGRICULTURAL OR A GRAZING ALLOTMENT.

THIS Indenture dated in accordance with the *Land Act* 1901 the first day of _____ in the year of our Lord One thousand _____ and made between His Excellency Governor in and over the State of Victoria and its Dependencies in the name and on behalf of His Most Gracious Majesty King Edward VII. of the one part and _____ of _____ in the said State (hereinafter called "the Licensee") of the other part Whereas the licensee having applied for this licence and made the declaration required by the *Land Act* 1901 the Governor with the advice of the Executive Council has agreed to grant the same on the faith that the applicant does not by becoming the licensee violate or fail to comply with any of the provisions of the *Land Act* 1901 And whereas the Governor with the advice aforesaid has approved of and directed the conditions and provisions hereinafter contained to be inserted in this licence framed in accordance with the Regulations made in pursuance of the provisions of the said Act And whereas the licensee has paid half a year's fee for occupation in advance Now this Indenture witnesseth that in consideration of the payment aforesaid of the fee for occupation hereby reserved and of the agreements by the licensee hereinafter contained the Governor with the advice aforesaid and in exercise of the power given by the said Act doth hereby grant unto the licensee licence and liberty to enter upon and personally to occupy in accordance with the provisions of the said Act the surface and down to a depth of fifty feet below the surface of all that agricultural grazing allotment situate in the parish of _____ county of _____ in the State of Victoria containing _____ acres more or less of class land and delineated on the plan kept in accordance with the provisions of the 5th section of the *Land Act* 1901 and thereon numbered _____ in the said parish and also delineated on the plan drawn in the margin of these presents and thereon coloured yellow for the term of six years from the day of the date of this licence Excepting and reserving unto His Majesty his heirs and successors all gold and silver and auriferous and argenteriferous earth and stone and all copper tin antimony coal and all other metals and minerals and mineral ores whatsoever and all mine seams veins lodes and deposits containing gold silver copper tin antimony coal and all other metals and minerals and mineral ores in upon and under the land hereby licensed together with liberty for His Majesty his heirs and successors and his and their agents servants lessees licensees and assigns at any time or times during the said term to enter upon the said land and to search and mine therein for gold silver copper tin antimony coal and all other metals and minerals and mineral ores and to remove therefrom any gold silver auriferous and argenteriferous earth or stone copper tin antimony coal and all other metals and minerals and mineral ores and for the purposes aforesaid to sink shafts make drives and do any other things which may be necessary or usual in mining And also excepting and reserving to His Majesty his heirs and successors and the holder of a miner's right or of a licence to search for metals and minerals or of a gold mining or mineral lease and their agents and servants tenants and workmen liberty and right of ingress egress and regress at all times through over and across the land hereby licensed with or without horses cattle and other animals carts waggons and carriages to or from any claim or mine and to any public road or track subject to such regulations to be made by the Governor with the advice of the Executive Council as may for the time being be in force The land comprised in this licence is also subject both during the currency of this licence and after the licensee shall have acquired the fee-simple or leasehold thereof to the

right of any person being the holder of a miner's right or a licence to search for metals and minerals or of a gold mining or mineral lease being allowed by the licensee his executors administrators and assigns to enter upon the area hereby licensed and search for gold silver copper tin antimony coal and other metals and minerals and mineral ores and to mine therein and thereon and to erect and occupy mining plant and machinery thereon in the same manner and under the same conditions and provisions as those on which such person had at the date of these presents the right to mine for gold and silver in and upon Crown lands provided that compensation shall be paid to the licensee by such persons for surface damage to be done to such lands by reason of mining thereon such compensation to be determined as by law required and the payment thereof to be a condition precedent to such right of entry and

Note.—The lengths of the boundaries are approximately given in this plan in links.

this licence is subject to the conditions that the licensee shall at all times during the currency hereof permit every such person to exercise the right aforesaid. Yielding and paying thereof during the said term a yearly fee for occupation of

being calculated at the rate of per annum for each and every acre or fractional part of an acre contained in the said allotment and such further fee (if any) fixed in any Order in Council made in that behalf under and by virtue of the provisions of section 419 of the *Land Act 1901* the said yearly fee to be paid in advance by equal half-yearly payments on the first day of and the first day of in every year clear of all deductions the first of the half-yearly payments having been made in conformity with the provisions of the *Land Act 1901* the next of the said half-yearly payments to be made on the first day of next and the last of the half-yearly payments to be made on the first day of next preceding the expiration of the term of this licence. The licensee for himself his heirs executors and administrators hereby agrees with the Governor as follows:—

1. To pay the said licence-fee in moieties in advance at the times and in manner hereinbefore appointed for payment thereof clear of all deductions.
2. To pay all existing and future rates assessments and taxes for the time being payable by landlord or tenant in respect of the premises.
3. That he will not during the currency of this licence assign the licence nor transfer his right title and interest therein or in the allotment hereinbefore described and herein comprised or any part thereof nor sublet the said allotment or any part thereof.
4. To at once and to the satisfaction of the Board of Land and Works commence and continue to destroy and within two years after the issue of this licence to have destroyed to the satisfaction of the Board the animals and birds by the *Land Act 1901* included in the term "vermin" or which the Governor with the advice of the Executive Council may by proclamation in the *Government Gazette* declare or have declared to be vermin for the purposes of the said Act or any Act thereby repealed upon such land and to keep the same free from such animals and birds to the satisfaction of the said Board during the currency of this licence.
5. To enclose within six years from the issue of this licence if not sooner called upon under the provisions of the *Fences Act 1899* the land herein comprised with a fence of such kind as shall come within the meaning assigned to the word "fence" by Part I of the *Land Act 1901* and keep the same in repair during the continuance of this licence.
6. That he will within twelve months after the issue of this licence commence and thenceforward during the continuance of this licence without intermission (except for any period specified in a notice registered in conformity with the provisions of the *Land Act 1901*) occupy personally the said allotment.
7. That he will make and erect on the said allotment before the end of the sixth year from the commencement of this licence substantial and permanent improvements of the value of for every acre and fractional part of an acre of the allotment.
8. That he will at all times during the continuance of this licence *bond fide* comply with all and will not violate any of the provisions of the *Land Act 1901*.
9. That the Governor with the advice of the Executive Council or the Board of Land and Works for and on behalf of His Majesty his heirs and successors may at any time during the currency of this licence resume possession of all or any part or parts of the lands comprised in the said allotment which may be required for reserves for public purposes or for the purpose of water supply irrigation works races dams and ditches or for railways roads canals or for tramways or other internal communication or for mining purposes provided that any moneys which may have been paid by the licensee to the Crown in respect of the lands so resumed or expended by him thereupon shall be repaid to him together with such other moneys as compensation for such resumption as to the Governor with the advice of the Executive Council seems fit. The preceding provision shall be construed as independent of and concurrent with the powers conferred by the 180th section of the *Land Act 1901* and of the powers conferred by the last provision of this licence.
10. That in case possession of any part or parts of the land be resumed as aforesaid or surrendered or as hereinafter mentioned the agreements and conditions herein contained with reference to the whole shall continue in force and apply to such part as shall be left in the possession of the licensee.
11. That if and whenever any part of the said fees for occupation are in arrear whether the same have been demanded or not or if and whenever there shall be a breach of any of the agreements positive or negative by the licensee herein contained or if this licence be assigned whether by operation of law or otherwise save as in the *Land Act 1901* is otherwise expressly provided or if the said allotment or any part thereof is sublet or in case the licensee do not within twelve months after the issue of this licence and thenceforward during the continuance of this licence without intermission (except as hereinbefore mentioned) occupy the said allotment or in case substantial and permanent improvements certified in writing under the seal of the Board of Land and Works or under the hands of arbitrators as provided by the *Land Act 1901* to be of the value of for every acre and fractional part of an acre of the allotment have not been made on the said allotment by the licensee before the end of the sixth year from the commencement of this licence or if it at any time be shown to the satisfaction of the Governor with the advice aforesaid (and that it has been so shown the production of a copy of the *Government Gazette* containing a notice purporting to be signed by the responsible Minister of the Crown for the time being administering the *Land Act 1901* so declaring or notifying or declaring or notifying that this licence has become forfeited and void shall be conclusive evidence) that the licensee became such licensee or that he held or continued to hold this licence in violation of or non-compliance with any of the provisions of the *Land Act 1901* or that the licensee has committed a breach of or not fulfilled any of the conditions of this licence then and in any of such cases this licence shall be void and of no effect.

12. That ancillary and without prejudices to the provisions of the *Land Act 1901* it is hereby agreed that immediately upon this licence so becoming void and of no effect it shall be lawful for any bailiffs of Crown lands or for any other agents or officers authorized in that behalf without any demand whatever to enter upon the said allotment and the licensee and all persons claiming from under or through him for ever to expel and remove therefrom without any legal process whatsoever and as effectually as any sheriff might do in case His Majesty had obtained judgment in ejectment or in an action for the recovery of land and a writ of possession or other process had issued on such judgment directed to such sheriff in due form of law and that in case of such entry and any action being brought or other proceedings taken for or on account of the same by any person whatsoever the defendants or defendant to such action may plead leave and licence thereto and these presents shall be conclusive evidence of the leave and licence of the licensee and all persons claiming from under or through him to any bailiff of Crown lands and all persons acting in the matters complained of in such action or other proceeding.

13. That the lands hereby licensed shall during the currency of this licence be deemed lands of the Crown within the meaning of section 419 of the *Land Act 1901* and that upon the making of any Order in Council under the provisions in the said section contained the enhanced licence-fee therefor fixed by such Order in Council shall be payable in respect of such lands as though such licence-fee had been so fixed prior to the making of this licence.

14. That if the licensee during the said period of six years occupy the said allotment for not less than five years and fence and make the improvements of the nature and value hereinbefore mentioned on the said allotment during the said period of six years and prove to the satisfaction of the Board of Land and Works (to be certified under its seal) by such evidence as the said Board may require that he has complied with the said conditions and with all other conditions hereof he shall be entitled at any time within twelve months after six years from the commencement of this licence to demand and obtain from the Governor in Council a Crown grant upon payment of _____ or of such other sum (if any) not being less than one-eighth part greater nor more than double the sum of _____ shillings as may be fixed by any Order in Council made in that behalf under and by virtue of the provisions of section 419 of the *Land Act 1901* for each acre or fractional part of an acre or otherwise he may obtain a lease of the said allotment and such lease shall be for a term of _____ years at a yearly rent of _____ or of such other sum (if any) not being less than one-eighth part greater nor more than double the sum of _____ as may be fixed by any Order in Council as aforesaid for each acre or fractional part of an acre so demised payable in equal parts half-yearly in advance and containing the usual covenants for the payment of rent and a condition for re-entry on non-payment thereof and such other covenants conditions exceptions and reservations as the Governor in Council may direct.

15. That upon payment of the last sum due on account of the rent under any such lease or at any time during the term upon payment of the difference between the amount of rent actually paid and the entire sum of _____ or such other sum (if any) not being less than one-eighth part greater nor more than double the sum of _____ shillings as may be fixed by any Order in Council as aforesaid for each acre or fractional part of an acre the lessee or his representatives shall be entitled to a grant in fee of the lands leased and every such grant shall be subject to such covenants conditions exceptions and reservations as the Governor in Council may direct.

16. If it be proved to the satisfaction of the responsible Minister of the Crown aforesaid by the licensee that owing to ill-health he is unable to reside on the said allotment or that for any other reason it is expedient to do so the said Minister may in his discretion cause the said allotment to be put up for sale by auction.

17. In the case of the insolvency or death of the licensee during the currency of this licence it shall not be obligatory on the assignee or trustee in insolvency or on the executors or administrators of such licensee to comply with the said condition of occupation.

18. In the case of the insolvency or death of the licensee during the currency of this licence it shall be lawful for the assignee or trustee in insolvency or for the executors or administrators of such licensee to assign within the time limited in that behalf by the *Land Act 1901* such licence to any person who is qualified for becoming a licensee under Part 1 of Division 3 of the *Land Act 1901* and such person shall thereupon be with respect to such licence in the same position as though he had been the original licensee.

19. Except as herein otherwise expressly provided the word "licensee" shall include his executors and administrators and any person or persons in whom this licence may under the provisions of the *Land Act 1901* become vested.

20. In the event of the whole or any portion of the land hereby licensed being at any time or times required by the Victorian Railways Commissioner or by any other person or persons or corporation for the time being by any law in force in Victoria authorized to make construct manage or maintain any State railway or railways for the construction maintenance or management of any railway or railways or railway stations or for obtaining earth stone timber gravel or sand or any other materials or things or for railway water supply purposes or other works matters or conveniences in connexion with any railway or railway works already or hereafter authorized to be constructed maintained or managed or by the Governor for the construction of water supply works irrigation works reservoirs dams races water-courses or drains or for public roads or highways to be hereafter set out by the authority of the Governor he the said licensee his executors and administrators will within one month upon receiving notice in writing from the Victorian Railways Commissioner or other person or persons or corporation aforesaid or from a responsible Minister of the Crown authorized by Order in Council that the land is so required relinquish possession of the land so required and all claim thereto provided that such licensee his executors or administrators shall for a period of one month after the receipt by him or them of such notice be entitled to remove all buildings erections or fences upon the land so required but such right shall be forfeited if the same be not exercised and such buildings erections or fences removed within the time hereinbefore limited and that neither he nor they will have or make any claim for compensation whatsoever for the said buildings erections or fences or for any improvements or for any moneys expended upon the said lands or for the cost which he or they may incur in such removal nor will he or they have or make any claim for compensation for any loss of frontage to or access from any road or roads in consequence of the construction of any such railway railway station or other works matters or conveniences And the said Railways Commissioner or other person or persons or corporation aforesaid shall not be liable to construct any crossings or other accommodation works under or over or upon any railway that may be made through or adjacent to such land or any part thereof nor will the licensee his executors or administrators have or make any claim for compensation for any right or interest which he or they may possess in such land beyond a proportionate reduction in the licence-fee which shall in all cases be fixed by an officer appointed by the Governor nor in respect of the severance from the other lands occupied by him or them under this licence And it is expressly agreed between the parties hereto that

this agreement is to be construed as a release by the said licensee his executors and administrators to His Majesty his heirs and successors from all or any payment to him or them and from all claims thereto which might otherwise have been made in respect of resumption of any portion of the land hereby licensed for any railway or railway station or railway water supply purposes or other works matters or conveniences or for the purposes of the construction of water supply works irrigation works reservoirs dams races water-courses or drains or for public roads or highways under the before-contained conditions for resumption by or on behalf of His Majesty his heirs and successors.

21. That the term "Governor" in these presents shall mean the Governor Lieutenant-Governor or other person administering the Government of the State of Victoria for the time being unless such meaning shall be inconsistent with the context.

In witness whereof His Excellency Governor
in and over the State of Victoria and its Dependencies hath on behalf
of His Majesty the King caused this Indenture to be sealed with the
seal of the said State and the licensee hath hereunto set his hand
and seal.

Signed sealed and delivered by the } (L.S.)
above-named }
in the presence of—

SCHEDULE K.—(CHAP. V., PART 2.)

Entered in the Register Book vol. fol.

Assistant Registrar of Titles.

LEASE OF AN AGRICULTURAL OR A GRAZING ALLOTMENT UNDER THE
LAND ACT 1901.

This Indenture dated in accordance with the *Land Act 1901* the
day of One thousand and
made between His Excellency Governor
in and over the State of Victoria and its Dependencies in the name
and on behalf of His Most Gracious Majesty King Edward VII.
of the one part and (hereinafter called
the "lessee") of the other part: Witnesseth that in consideration of the
rent hereby reserved and the covenants and conditions herein contained
and on the part of the lessee his executors administrators and assigns to be
observed and performed His Majesty doth by these presents grant and
demise unto the lessee the surface and down to a depth of feet
below the surface of all that piece of land in the State of Victoria contain-
ing and shown with the measurements and
abutments thereof in the map or diagram drawn in the margin of these
presents and in such map or diagram coloured yellow to hold the said
piece of land unto the lessee his executors administrators and assigns
from the day of in the year of our Lord
One thousand nine hundred and for the term of years
yielding and paying for the same unto His Majesty the King his heirs
and successors during the said term the rent of per annum
for every acre and fractional part of an acre of the said
land together with such further rent (if any) fixed by
any Order in Council made in that behalf under and by
virtue of the provisions of section 419 of the *Land Act*
1901 such rent to be always paid by equal half-yearly
payments in advance on the first day of January and
the first day of July in each year and the next payment thereof
to be made on the day of next Reserving
and excepting unto His Majesty his heirs and successors the right of
resumption for the public purposes and in accordance with the provisions
and conditions hereinafter expressed and contained such parts of the said
land as shall from time to time be required by the Governor in Council for
the formation and construction of public roads highways or bridges and
also such parts of the said land as shall from time to time be required by
the Board of Land and Works or the Victorian Railways Commissioner for
the construction of railways railway stations or railway works already or
hereafter authorized to be constructed and also such parts of the said land
as shall from time to time be required for the execution construction
completion or extension of any waterworks or irrigation works now made
or in the course of construction or hereafter to be made under the
authority of any present or future laws such parts of the said land when
the same may be required for any of the said purposes to be set out by
description in a proclamation in the *Government Gazette* and also described
in a notice in writing to the lessee his executors administrators or
transferees by the Governor acting by and with the advice and consent of
the Executive Council such notice to the lessee his executors adminis-
trators and transferees to be sent through the post office addressed to
the occupier of the land Excepting also unto His Majesty his heirs and
successors all gold and silver and auriferous and argentiferous earth and
stone and all copper tin antimony coal and all other metals and mineral ores
whatsoever and all mines seams veins lodes and deposits containing gold
silver copper tin antimony coal and all other metals and minerals and
mineral ores in upon and under the demised land together with liberty
to His Majesty his heirs and successors and his and their agents servants
lessees licensees and assigns at any time or times hereafter during the
said term to enter upon the said land and to search and mine therein
for gold silver copper tin antimony coal and all other metals and min-
erals and mineral ores and to extract and remove therefrom any gold
silver and any auriferous and argentiferous earth or stone copper tin
antimony coal and all other metals and minerals and mineral ores and
for the purpose aforesaid to sink shafts erect machinery carry on any
works and do any other things which may be necessary or usual in
mining Provided that the said land is and shall be subject to the right
of any person being the holder of a miner's right or of a licence to search
for metals and minerals or of a mining or mineral lease to enter thereon
and to mine for gold silver copper tin antimony coal and all other metals
and minerals and mineral ores and to erect and occupy mining plant or
machinery thereon in the same manner and under the same conditions

and provisions as those to which such person had at the date of these presents the right to mine for gold and silver in and upon Crown lands provided that compensation shall be paid to the lessee his executors administrators assigns and transferees by such person for surface damage to be done to such lands by reason of mining thereon such compensation to be determined as provided by law and the payment thereof to be a condition precedent to such right of entry And provided also that the said land may be resumed under section 180 of the *Land Act* 1901 And the lessee for himself his heirs executors administrators and assigns doth hereby covenant with his said Majesty his heirs and successors that he the lessee his executors administrators or assigns will observe perform and be bound by the several covenants conditions provisos agreements acts matters and things hereinafter contained (that is to say) :-

1. That he or they will during the said term pay unto His Majesty his heirs and successors the rent hereby reserved by equal half-yearly payments in advance on the days hereinbefore appointed for the payment thereof.

2. That he or they will not at any time during the continuance of the term hereby granted without a licence from the Governor search in the land hereby demised for or take therefrom any metal or mineral or mineral ore.

3. That he or they will observe perform fulfil and be bound by the stipulations conditions covenants and provisos contained in the schedule hereto.

4. That these presents are upon this express condition that if at any time and as often as during the said term any part or parts of the said land are required by the Governor in Council for the formation and construction of roads or bridges proposed by the Public Works Department or other public body or officer authorized in that behalf or are required by the Board of Land and Works for the construction of railways railway stations or railway works already or hereafter authorized to be constructed or are required by the Governor in Council or by any corporation person or persons acting in behalf of the Government of Victoria or by any public water trust or irrigation trust or body constituted under the present or future laws for the purpose of the making execution construction completion or extension of any such railway waterworks or irrigation works which they it or he may already or hereafter be authorized to make carry on execute construct complete or extend it shall be lawful for the Governor in Council by proclamation in the *Government Gazette* and by notice in writing to the lessee his executors administrators or transferees or to the occupier of the said land sent through the post office and addressed to the occupier of the said land to set out the part or parts of the said land which shall be so required for any of the said purposes and so soon as the same shall be so set out all interest at law or in equity of the lessee his executors administrators transferees and assigns in such part or parts shall cease but the lessee his executors administrators transferees and assigns shall be entitled to a reduction *pro rata* of all future rent herein reserved in respect of the land so required and set out and also to compensation for the land so required and set out at the rate of _____ for every acre of such land but no compensation shall be claimed or paid for any damage by reason of the severing of the lands so required taken set out or appropriated from any other lands but he or they shall be entitled to compensation for any actual improvements made by him or them on the said land such compensation to be ascertained by an officer to be appointed by the Governor in Council in that behalf.

5. These presents are upon the condition that in case the rent hereby reserved or any part thereof be not paid in accordance with the covenant for payment hereinbefore contained although no demand for payment has been made or in case the lessee his executors administrators or assigns shall not faithfully observe and perform all and every the covenants and conditions herein contained and on his or their part to be observed and performed it shall be lawful for His Majesty to enter forthwith or at any time thereafter upon the land hereby demised and the same to repossess and enjoy and thenceforth the said term hereby granted shall absolutely cease and determine And it is hereby agreed and declared that in such case it shall be lawful for His Majesty and for any bailiff of Crown lands or for any other agents or officers authorized in that behalf without any demand whatsoever to enter upon the land hereby demised and the lessee his executors or administrators and all persons claiming from under or through him or them for ever to expel and remove therefrom without any legal process whatsoever and as effectually as any sheriff might do in case His Majesty had obtained judgment in ejectment for recovery of possession of the said land and a writ of possession or other process had issued on such judgment directed to such sheriff in due form of law And that in case of such entry and any action being brought or other proceedings taken for or on account of the same by any person whomsoever the defendants or defendant to such action may plead leave and licence in bar thereof and these presents shall be conclusive evidence of the leave and licence of the lessee his executors administrators and all persons claiming from under or through him or them to His Majesty and any bailiff of Crown lands and all persons acting in the matters complained of for the entry or trespass or other matters complained of in such action or other proceedings.

6. That the land hereby demised shall during the currency of this lease be deemed lands of the Crown within the meaning of section 419 of the *Land Act* 1901 and that upon the making of any Order in Council under the provisions of the said section the enhanced rent therefor fixed by such Order in Council shall be payable in respect of such lands as though such rent had been so fixed prior to the making of this lease.

7. The term "Governor" in these presents shall mean the Governor or the Lieutenant-Governor or other person administering the Government of Victoria for the time being unless such meaning be inconsistent with the context.

In witness whereof His Excellency _____ Governor
in and over the said State of Victoria and its Dependencies at Melbourne

hath on behalf of His Majesty the King caused this demise to be sealed with the seal of the said State and the said lessee hath set hereto his hand and seal.

Schedule above referred to.—Special conditions.

Signed sealed and delivered by the
above-named
in the presence of— } (L.S.)

SCHEDULE AF.—(CHAP. III., PART 3.)

Entered in the Register Book vol. fol.
Assistant Registrar of Titles.

LEASE OF AN AGRICULTURAL ALLOTMENT (MALLEE) UNDER THE LAND ACT 1901.

THIS INDENTURE dated in accordance with the *Land Act* 1901 the day of One thousand and made between His Excellency in and over the State of Victoria and its Dependencies in the name and on behalf of His Most Gracious Majesty King Edward VII. of the one part and (hereinafter called the "lessee") of the other part Witnesseth that in consideration of the rent hereby reserved and the covenants and conditions herein contained and on the part of the lessee his executors administrators and assigns to be observed and performed His Majesty doth by these presents grant and demise unto the lessee the surface and down to a depth of feet below the surface of all that piece of land in the mallee in the State of Victoria containing

and shown with the measurements and abutments thereof in the map or diagram drawn in the margin of these presents and in such map or diagram coloured yellow to hold the said piece of land unto the lessee his executors administrators and approved assigns from the day of in the year of our Lord One thousand nine hundred for the term of years yielding and paying for the same unto His Majesty the King his heirs and successors during the said term the rent of per annum for every acre and fractional part of an acre of the said land together with such further rent (if any) fixed by any Order in Council made in that behalf under and by virtue of the provisions of section 419 of the *Land Act* 1901 such rent to be always paid by equal half-yearly payments in advance on the first day of January and the first day of July in each year and the next payment thereof to be made on the day of next. Reserving and excepting unto His Majesty his heirs and successors the right of resumption of the whole or such part of the land hereby demised as may from time to time or at any time be required by the Board of Land and Works or the Victorian Railways Commissioner for railway purposes or by the Governor for water supply purposes irrigation purposes reservoirs dams races water-courses or drains or for public roads or highways or bridges or for mining purposes upon payment by His Majesty of the actual cost of removing the improvements or the amount of loss sustained in consequence of relinquishing improvements not removable such cost or amount to be fixed by the said Board such parts of the said land when the same may be required for any of the said purposes to be set out by description in a proclamation in the *Government Gazette* and also

described in a notice in writing to the lessee his executors administrators or transferees by the Governor acting by and with the advice of the Executive Council such notice to be sent through the post office addressed to the occupier of the land Excepting also unto His Majesty his heirs and successors all gold and silver and auriferous and argentiferous earth and stone and all copper tin antimony coal and all other metals and minerals and mineral ores whatsoever and all mines seams veins lodes and deposits containing gold silver copper tin antimony coal and all other metals and minerals and mineral ores in upon and under the demised land together with liberty to His Majesty his heirs and successors and his and their agents

servants lessees licensees and assigns at any time or times hereafter during the said term to enter upon the said land and to search and mine therein and thereon for gold silver copper tin antimony coal and all other metals and minerals and mineral ores and to extract and remove therefrom any gold silver and any auriferous and argentiferous earth or stone copper tin antimony coal and all other metals and minerals and mineral ores and for the purpose aforesaid to sink shafts erect machinery carry on any works and do any other things which may be necessary or usual in mining Provided that the said land is and shall be subject to the right of any person being the holder of a miner's right or of a licence to search for metals and minerals or of a mining or mineral lease to enter thereon and to mine for gold silver copper tin antimony coal and all other metals and minerals and mineral ores and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those which a person similarly qualified had at the date of these presents to mine for gold and silver in and upon Crown lands provided that compensation shall be paid to the lessee his executors administrators assigns and transferees by such person for surface damage to be done to such land by reason of mining thereon such compensation to be determined as provided by law and the payment thereof to be a condition precedent to such right of entry And provided also that the said land may be resumed under section 180 of the *Land Act* 1901 And the lessee for himself his heirs executors administrators and assigns doth hereby covenant with His Majesty his heirs and successors and with the Board that he the lessee his executors administrators or assigns will observe perform and be bound by the several covenants conditions provisos agreements acts matters and things hereinafter contained (that is to say):—

1. That he or they will during the said term pay unto His Majesty his heirs or successors the rent hereby reserved by equal half-yearly payments in advance on the days hereinbefore appointed for the payment thereof.

2. That he or they will not at any time during the continuance of the term hereby granted without a licence from the Governor search in the land hereby demised for or take therefrom any metal or mineral or mineral ore.

3. That neither he nor they will without the special permit in writing of the Minister of the Crown for the time being administering the Land Acts first had and obtained cut damage or remove or permit to be cut damaged or removed any live pine box or redgum tree growing on the land hereby demised. Provided that no breach of this covenant shall be deemed to have occurred in case of any pine box or redgum tree cut and removed without such permit if it be proved that the same was required and actually used for the purpose of fencing such land or constructing thereon any building or improvement.

4. That he or they will during the first five years after the date of these presents plant on the land hereby demised trees of such kind or kinds in such manner and in such numbers as may for the time being be prescribed by regulations of the Governor in Council in that behalf.

5. That he or they will observe perform fulfil and be bound by the stipulations conditions covenants and provisos contained in the Schedule hereto.

6. The lessee for himself his executors administrators and assigns further covenants with His Majesty his heirs and successors in manner following (that is to say) :- That in the event of any portion of the land hereby demised being at any time or times required by the Board of Land and Works (hereinafter called the Board) or the Victorian Railways Commissioner for the construction of railways railway stations or railway works already or hereafter authorized to be constructed or by the Governor or Administrator of the Government of Victoria by and with the advice of the Executive Council thereof hereinafter designated the Governor in Council for the construction of water supply works irrigation works reservoirs dams races water-courses or drains or for public roads or highway to be hereafter set out by the Governor in Council he the said lessee his executors administrators or assigns will upon being allowed by the Board or Victorian Railways Commissioner or Governor in Council one month after receiving notice in writing from the Board or Victorian Railways Commissioner or Governor in Council that the land is so required for the removal by him or them of any houses buildings or fences upon the land so required remove such houses buildings and fences and relinquish possession of the land so required and that neither he nor they will make any claim for compensation whatsoever for the said houses buildings fences or for any improvements upon the said land or for the cost which he or they may incur in such removal nor will he or they make any claim for compensation for any right or interest which he or they may possess in such lease or in such land beyond a proportionate reduction of rent which shall in all cases be fixed by an officer appointed by the Governor in Council for such purpose nor in respect of the severance of such land from the other lands held under this lease. And it is hereby expressly agreed between the parties hereto that this covenant is to be construed as a release by the said lessee his executors administrators and assigns to His Majesty his heirs and successors from all or any payment to him or them and from all claims thereto which might otherwise have been made in respect of resumption of any portion of the land hereby demised for railway purposes or for the purpose of the construction of water supply works irrigation works reservoirs dams races water-courses or drains or for public roads or highway under the before contained conditions for resumption by or on behalf of His Majesty his heirs and successors.

7. These presents are upon the condition that in case the rent hereby reserved or any part thereof be not paid in accordance with the covenant for payment hereinbefore contained although no demand for payment has been made or in case the lessee his executors administrators or assigns shall not faithfully observe and perform all and every the covenants and conditions herein contained and on his or their part to be observed and performed it shall be lawful for His Majesty his heirs or successors to enter forthwith or at any time thereafter upon the land hereby demised and the same to re-possess and enjoy and thenceforth the said term hereby granted shall absolutely cease and determine. And it is hereby agreed and declared that in such case it shall be lawful for His Majesty his heirs or successors and for any bailiff of Crown lands or for any other agents or officers authorized in that behalf without any demand whatsoever to enter upon the land hereby demised and the lessee his executors or administrators and all persons claiming from under or through him or them for ever to expel and remove therefrom without any legal process whatsoever and as effectually as any sheriff might do in case His Majesty his heirs or successors had obtained judgment in ejectment for recovery of possession of the said land and a writ of possession or other process had issued on such judgment directed to such sheriff in due form of law. And that in case of such entry and any action being brought or other proceedings taken for or on account of the same by any person whomsoever the defendants or defendant to such action may plead leave and licence in bar thereof and these presents shall be conclusive evidence of the leave and licence of the lessee his executors administrators and all persons claiming from under or through him or them to His Majesty his heirs or successors and any bailiff of Crown lands and all persons acting in the matters complained of or of any such bailiff for the entry or trespass or other matters complained of in such action or other proceedings.

8. The term "Governor" in these presents shall mean the Governor or the Lieutenant-Governor or other person administering the Government of the State of Victoria for the time being unless such meaning be inconsistent with the context.

In witness whereof His Excellency in and over the said State of Victoria and its Dependencies at Melbourne hath on behalf of His Majesty the King caused this demise to be sealed with the seal of the said State and the said lessee hath set hereto his hand and seal.

Schedule above referred to.—Special conditions.
Signed sealed and delivered by the above: }
named } (L.S.)
in the presence of— }

PART 6.—CLOSER SETTLEMENT.

CHAPTER II.—FARM ALLOTMENTS.

The subjoined Regulation and schedule shall be substituted for Regulations 6 and 7 of the Regulations made by His Excellency the Governor in Council on 8th January, 1902, and for Schedule A thereto.

Every conditional purchase lease of a farm allotment shall be in the form prescribed in Schedule A hereto and shall be subject to such other exceptions reservations covenants and conditions as the Governor in Council may by regulation in any particular case direct.

SCHEDULE A.—(CHAP. II., PART 6.)

PART 4.—LAND ACT 1901.

Entered in the Register Book vol. . . . fol. . . .
Assistant Registrar of Titles.

CONDITIONAL PURCHASE LEASE OF FARM ALLOTMENT.

THIS INDENTURE dated the first day of . . . in the year of Our Lord One thousand nine hundred and . . . and made between His Excellency Governor in and over the State of Victoria and its Dependencies with the advice of the Executive Council thereof in the name and on behalf of His Most Gracious Majesty King Edward VII. of the first part the Board of Land and Works (hereinafter referred to as the "Board") of the second part and . . . of (hereinafter called the "lessee") of the third part Whereas the lessee under the provisions of Part 4 of the *Land Act 1901* has become an applicant for the conditional purchase by Sixty-two half-yearly instalments of each and a final instalment of . . . of the farm allotment hereinafter referred to valued at the sum of . . . And whereas such value with interest thereon calculated at the rate of Four pounds ten shillings per centum per annum for Thirty-one and a half years (the term agreed upon by the lessee and the Board as that over which the payments of purchase money shall extend) amounts in the whole to the sum of . . . And whereas the lessee has with his application paid the sum of . . . on account of the first two half-yearly instalments of principal and interest (which instalments have been calculated in accordance with the tables in force on the first day of July, 1899, applicable for the repayment by half-yearly instalments of an advance of . . . lent at Four pounds ten shillings per centum interest per annum for Thirty-one and a half years by the Commissioners of Savings Banks under Division 3 of Part I. of the *Savings Bank Act 1890 Amendment Act 1896*) Witnesseth that in consideration of the payments hereby covenanted to be made and the covenants conditions and provisos herein contained and on the part of the lessee his executors administrators and assigns to be observed and performed His Majesty doth by these presents grant and demise unto the lessee the surface and down to a depth of fifty feet below the surface of all that piece of land in the State of Victoria being allotment . . . of section . . . parish of . . . county of . . . containing . . . and shown with the measurements and abutments thereof in the map or diagram drawn in the margin of these presents and in such map or diagram coloured yellow to have and to hold the said piece of land unto the lessee his executors administrators and assigns for the term of Thirty-one and a half years from the day of the date of these presents unless sooner determined as hereinafter provided Excepting and reserving nevertheless unto His Majesty his heirs and successors the right of resumption for public purposes and in accordance with the provisions and conditions hereinafter expressed and contained of such parts of the said land as may from time to time be required by the Governor in Council for water supply purposes irrigation purposes reservoirs dams races water-courses of drains or for public roads or highways or for mining purposes or for any public purpose whatsoever or by the Board of the Victorian Railways Commissioner for railway purposes such parts of the said land when the same is required for any of the purposes aforesaid to be set out by description in a proclamation in the *Government Gazette* and also described in a notice in writing to the lessee his executors administrators or transferees by the Governor for the time being acting with the advice of the Executive Council such notice to the lessee his executors administrators or assigns being delivered to or sent through the post office addressed to the occupier of the land for the time being . . . And further excepting and reserving unto His Majesty his heirs and successors all gold and silver and auriferous and argentiferous earth and stone and all copper tin antimony coal and all other metals and minerals and mineral ores whatsoever and all mines seams veins lodes and deposits containing gold silver copper tin antimony coal and other metals and minerals and mineral ores in upon and under the said demised premises together with liberty for His Majesty his heirs and successors and his or their agents servants lessees licensees and assigns at any time or times during the continuance of this demise to enter upon the said land and to search and mine therein or thereon for gold silver copper tin antimony coal and other metals and minerals and mineral ores and to remove therefrom any gold silver auriferous and argentiferous earth and stone copper tin antimony coal and other metals and minerals and mineral ores and for the purposes aforesaid to sink shafts make drives and do any other things which may be necessary or usual in mining Provided that the said land is and shall be subject to the right of any person being the holder of a miner's right or of a licence to search for metals or minerals or of a mining or mineral lease to enter thereon and to mine and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those which persons so qualified had at the date of these presents to mine in and upon Crown lands Provided that compensation shall be paid to the lessee his executors administrators or assigns by any such person for surface damage to be done to such land by reason of mining thereon such compensation to be determined as provided by law and the payment thereof to be a condition precedent to such right of entry Yielding and paying therefor the sum of . . . by Sixty-two equal half-yearly instalments of . . . each and a final instalment of . . . on the first day of . . . and the first day of . . . in every year clear of all deductions Payment of the first two of such half-yearly instalments having been made the

NOTE.—The lengths of the boundaries are approximately given in this plan in links.

next of the said half-yearly payments to be made on the first day of _____ and the final instalment to be made on the first day of _____ next following the expiration of the term hereby created. And the lessee doth hereby for himself his heirs executors administrators and assigns covenant and agree with His Majesty his heirs and successors and with the Board that he the lessee his executors administrators or assigns will observe and perform and be bound by the several covenants conditions provisos agreements acts matters and things hereinafter contained (that is to say):—

1. That he or they will pay the instalments payable hereunder at the times and in manner hereinbefore appointed for payment thereof clear of all deductions.

2. That he or they will during the continuance of this demise pay all existing and futuro rates assessments and taxes for the time being payable either by landlord or tenant in respect of the said premises.

3. That these presents are upon this condition that the lessee will personally reside on the land demised eight months during each year of the first six years after the granting of this lease. Provided that for the purposes of this condition personal residence by the wife or any child not less than eighteen years of age of the lessee shall be accepted as personal residence by the lessee.

4. That these presents are upon this further condition that neither he nor they will transfer assign mortgage sublet or part with the possession of the whole or any part of the land hereby demised within the first six years of this lease. Provided that in the case at any time of the insolvency or death of the lessee it shall be lawful for the assignee or trustee in insolvency or for the executors or administrators of the lessee at any time within twelve months from the date of such insolvency or death to assign these presents to any person who is qualified for becoming a lessee under Division 3, subdivision 4 of Part 1 of the *Land Act* 1901 and such person shall be with respect to this lease in the same position as though he had been the original lessee.

5. That he or they after the expiration of the six years in the last preceding clause mentioned will not transfer assign or mortgage any part of the land hereby demised without the written consent of the Board first had and obtained it being a condition of these presents that if at any time after the expiration of the first six years hereof the Board is satisfied that all the covenants and conditions hereof have been complied with that the lessee may with the written consent of the Board and subject to the provisions of the *Land Act* 1901 or any Act for the time being in force amending the same transfer mortgage sublet or part with the possession of the whole or any part of the land hereby demised.

6. That he or they will forthwith after the granting of this lease commence and continue to destroy and will within two years after the issue of this lease have destroyed to the satisfaction of the Board the animals and birds by the *Land Act* 1901 included in the term "vermin" or which the Governor in Council may by proclamation in the *Government Gazette* declare or have declared to be vermin for the purposes of the said Act or of any Act thereby repealed upon the land hereby demised and will keep the same free of such animals and birds and of Bathurst burr wild briar and gorse to the satisfaction of the Board.

7. That he or they will within six years from the issue of this lease if not sooner called upon under the provisions of the *Fences Act* 1890 enclose the land described herein with a fence and keep the same in repair. Provided nevertheless that where any lessee proves to the satisfaction of the Board that owing to the physical nature of the land demised the enclosing thereof with a fence would be impracticable or where in the opinion of the Board the fencing of the whole or any part of the land hereby demised is not required the Board may in writing accept as a compliance with this covenant the expenditure by the lessee on such land for substantial and permanent improvements previously approved by the Board of an amount equivalent in the Board's opinion to the cost of fencing.

8. That these presents are upon this condition that the lessee shall on the land hereby demised make substantial and permanent improvements certified in writing under the seal of the Board to the value of Ten shillings for every acre of the said land or if the Board so determine to the value of Ten pounds per centum of the purchase money payable hereunder before the end of the third year from the commencement of this lease and to the value of a further Ten shillings for every acre or if the Board so determine to the value of Ten pounds per centum of the said purchase money before the end of the sixth year from such commencement.

9. That he or they will permit any person appointed in that behalf by the Board of Land and Works at any time to enter upon the premises hereby demised to ascertain if the conditions and covenants of this lease are being performed by the lessee.

10. *That every holder of a miner's right or of a licence to search for metals or minerals or of a gold-mining lease or of a mineral lease shall have the right and that the lessee his executors administrators or assigns will at all times allow every such person to enter upon the area hereby demised and every part thereof and search for gold silver and any other metal or mineral whatsoever as the case may be and to mine thereon and to erect and occupy mining plant and machinery upon making compensation to the lessee his executors administrators or assigns for surface damage to be done to such land by reason of mining thereon.*

11. That he or they shall and will observe perform fulfil and be bound by the stipulations conditions covenants and provisos contained in the Schedule hereto or which may be made pursuant to the *Land Acts* from time to time by the Governor in Council.

12. That these presents are upon this condition that if and whenever there shall be a breach of or non-compliance with any of the covenants stipulations conditions provisos or agreements by the lessee herein contained and the Governor in Council shall determine that this lease shall in consequence be avoided (and the production of the minute of the proceedings of the Executive Council whereat such determination was arrived at shall be conclusive evidence thereof) then these presents and the term hereby created shall be void and of no effect.

13. That these presents are upon this further condition that the Governor in Council or the Board may at any time enter upon the whole or any portion of the land hereby demised for the purpose of resuming the same if required for reserves for public purposes railways roads highways canals or other internal communication through such lands or for reservoirs or for mining purposes. And further that in the event of such entry the lessee his executors administrators and assigns or any mortgagee or licensee will remove any improvements from off the land so resumed and relinquish and give up possession of the same to His Majesty. There shall be paid by His Majesty the actual cost of removing and re-erection of and any actual depreciation in value caused by

such removal and re-erection of such improvements and the amount of loss sustained in consequence of the relinquishment of any improvements not removable such cost or amount to be fixed by the Board of Land and Works and to be payable to such person or persons as it determines. Provided that no compensation for severance or for any person's interest in the unexpired term of the lease shall be given or allowed.

14. That these presents are upon this further condition that if and whenever any instalment covenanted to be paid hereunder shall be in arrear whether the same shall have been legally demanded or not or if and whenever there shall be a breach of any of the covenants and agreements positive or negative by the lessee hereinbefore contained and this lease be avoided either by operation of law or by a determination of the Governor in Council hereinbefore provided then these presents and the term hereby created shall be void and of no effect and immediately upon these presents and the term hereby created becoming void and of no effect it shall be lawful for any bailiff of Crown lands or for any other agents or officers authorized in that behalf without any demand whatsoever to enter upon the land hereby demised and the lessee his executors administrators and assigns and all persons claiming from under or through him or them forever to expel and remove therefrom without any legal process whatsoever and as effectually as any sheriff might do in case His Majesty had obtained judgment in ejectment for recovery of possession of the said land and a writ of *habere facias possessionem* or other process had issued on such judgment directed to such sheriff in due form of law. And that in case of such entry and any action being brought or other proceeding taken for or on account of the same by any person whomsoever the defendants or defendant to such action may plead leave and licence in bar thereof and these presents shall be conclusive evidence of the leave and licence of the lessee his executors or administrators and all persons claiming from under or through him or them to any bailiff of Crown lands and all persons acting in the matters complained of in such action or other proceedings. Provided nevertheless that a forfeiture for non-payment of any half-yearly instalment may be prevented by payment thereof with an additional sum equal to Five pounds per centum of the amount of such instalment within three months of the due date thereof or of Ten pounds per centum of such amount within six months of such date. Provided further that no forfeiture shall operate to extinguish any debt to the Crown in respect of such instalment.

15. That these presents are upon this further condition that at any time after the expiration of the first six years of this demise provided the Board is satisfied that all the covenants and conditions hereof have been complied with and the fencing and improvements maintained upon payment of an amount equal to the balance of the principal the lessee or his representatives shall be entitled to a grant in fee of the lands hereby demised subject to such covenants conditions exceptions and reservations as the Governor in Council may direct.

In witness whereof His Excellency

Governor in and over the State of Victoria and its Dependencies hath on behalf of His Majesty the King caused this demise to be sealed with the seal of the said State and the Board of Land and Works hath hereunto affixed its common seal and the lessee hath hereunto set his hand and seal the day and year first above written.

The common seal of the Board of Land and Works was hereunto affixed the	day of	} (L.S.)
One thousand nine hundred and	in the year of our Lord in the	
presence of—	President.	} (L.S.)
Signed sealed and delivered by the above-named	Member.	
in the presence of—		

CHAPTER III.

ALLOTMENTS FOR WORKMEN'S HOMES.

The following Regulation shall be added to the Regulations made by His Excellency the Governor in Council on 8th January, 1902 :—

12. Every conditional purchase lease for a Workmen's Home Allotment shall be in the form prescribed in Schedule A¹ hereto and shall be subject to such exceptions reservations covenants and conditions as the Governor in Council may by regulation in any particular case direct.

SCHEDULE A¹.—(CHAP. III., PART 6.)

BRUNSWICK LANDS PURCHASE ACT 1900, AND PART 4., LAND ACT 1901.

Entered in the Register Book vol. fol.
Assistant Registrar of Titles.

CONDITIONAL PURCHASE LEASE, WORKMEN'S HOME ALLOTMENT.—BRUNSWICK, THIS INDENTURE dated in accordance with the provisions of the *Land Act 1901* the first day of in the year of our Lord One thousand nine hundred and and made between His Excellency Governor in and over the State of Victoria and its Dependencies with the advice of the Executive Council thereof in the name and on behalf of His Most Gracious Majesty King Edward VII. of the first part the Board of Land and Works (hereinafter referred to as the "Board") of the second part and of the third part Whereas the lessee (hereinafter called the "lessee") of the third part under the provisions of Part 4 of the *Land Act 1901* and of the *Brunswick Lands Purchase Act 1900* has become an applicant for the conditional purchase by Sixty-two half-yearly instalments of each and a final instalment of of the Workman's Home allotment hereinafter referred to valued at the sum of And whereas such value with interest thereon calculated at the rate of Four pounds ten

shillings per centum per annum for thirty-one and a half years (the term agreed upon by the lessee and the Board as that over which the payments of purchase money shall extend) amounts in the whole to the sum of

And whereas the lessee has with his application paid the sum of on account of the first two half-yearly instalments of principal and interest (which instalments have been calculated in accordance with the tables in force on the first day of July, 1899, applicable for the repayment by half-yearly instalments of an advance of lent at Four pounds ten shillings per centum interest per annum for Thirty-one and a half years by the Commissioners of Savings Banks under Division 3 of Part I. of the *Savings Bank Act 1890 Amendment Act 1896*) Witnesseth that in consideration of the payments hereby covenanted to be made and the covenants conditions and provisos herein contained and on the part of the lessee his executors administrators and assigns to be observed and performed His Majesty doth by these presents grant and demise unto the lessee the surface and down to a depth of feet below the surface of all that piece of land in the State of Victoria being allotment of section parish of county

of containing and shown with the measurements and abutments thereof in the map or diagram drawn in the margin of these presents and in such map or diagram coloured yellow to have and to hold the said piece of land unto the lessee his executors administrators and assigns for the term of Thirty-one and a half years from the day of the date of these presents unless sooner determined as hereinafter provided Excepting and reserving nevertheless

unto His Majesty his heirs and successors the right of resumption for public purposes and in accordance with the provisions and conditions hereinafter expressed and contained of such parts of the said land as may from time to time be required by the Governor in Council for water supply purposes irrigation purposes reservoirs dams races water-courses or drains or for public roads or highways or for mining purposes or for any public purpose whatsoever or by the Board or the Victorian Railways Commissioner for railway purposes such parts of the said land when the same is required for any of the purposes aforesaid to be set out by description in a proclamation in the *Government Gazette* and also described in a notice in writing to the lessee his executors administrators or transferees by the Governor for the time being acting with the advice of the Executive Council such notice to the lessee his executors administrators or assigns being delivered to or sent through the post-office addressed to the occupier of the land for the time being And further excepting and reserving unto His Majesty his heirs and successors all gold and silver and auriferous and argentiferous earth and stone and all copper tin antimony coal and all other metals and minerals and mineral ores whatsoever and all mines seams veins loads and deposits containing gold silver copper tin antimony coal and other metals and minerals and mineral ores in upon and under the said demised premises together with liberty for His Majesty his heirs and successors and his or their agents servants lessees licensees and assigns at any time or times during the continuance of this demise to enter upon the said land and to search and mine therein or thereon for gold silver copper tin antimony coal and other metals and minerals and mineral ores and to remove therefrom any gold silver auriferous and argentiferous earth and stone copper tin antimony coal and other metals and minerals and mineral ores and for the purposes aforesaid to sink shafts make drives and do any other things which may be necessary or usual in mining Provided that the said land is and shall be subject to the right of any person being the holder of a miner's right or of a licence to search for metals or minerals or of a mining or mineral lease to enter thereon and to mine and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those which persons so qualified had at the date of these presents to mine in and upon Crown lands Provided that compensation shall be paid to the lessee his executors administrators or assigns by any such person for surface damage to be done to such land by reason of mining thereon such compensation to be determined as provided by law and the payment thereof to be a condition precedent to such right of entry yielding and paying therefor the sum of by Sixty-two equal half-yearly instalments of each and a final instalment of

on the first day of July and the first day of January in every year clear of all deductions. Payment of the first two of such half-yearly instalments having been made the next of the said half-yearly payments to be made on the first day of January that will be in the year One thousand nine hundred and and the final instalment to be made on the first day of next following the expiration of the term hereby created And the lessee doth hereby for himself his heirs executors administrators and assigns covenant and agree with His Majesty his heirs and successors and with the Board that he the lessee his executors administrators or assigns will observe and perform and be bound by the several covenants conditions provisos agreements acts matters and things hereinafter contained (that is to say):—

1. That he or they will pay the instalments payable hereunder at the times and in manner hereinbefore appointed for payment thereof clear of all deductions.
2. That he or they will during the continuance of this demise pay all existing and future rates assessments and taxes for the time being payable either by landlord or tenant in respect of the said premises.
3. That these presents are upon this condition that the lessee will personally reside on the land demised eight months during each year of the first six years after the granting of this lease: Provided that for the purposes of this condition personal residence by the wife or any child not less than eighteen years of age of the lessee shall be accepted as personal residence by the lessee.
4. That these presents are upon this further condition that neither he nor they will transfer assign mortgage sublet or part with the possession of the whole or any part of the land hereby demised within the first six years of this lease Provided that in the case at any time of the insolvency or death of the lessee it shall be lawful for the assignee or trustee in insolvency or for the executors or administrators of the lessee any time within twelve months from the date of such insolvency or death to assign these presents to any person who is qualified for becoming a lessee under the *Brunswick Lands Purchase Act 1900* or the regulations for the time being in force thereunder and such person shall be with respect to this lease in the same position as though he had been the original lessee.
5. That he or they after the expiration of the six years in the last preceding clause mentioned will not transfer assign or mortgage any part of the land hereby demised without the written consent of the Board first had and obtained it being a condition of these presents that if at any time after the expiration of the first six years hereof the Board is satisfied that all the covenants and conditions hereof have been complied with that the lessee may with the

written consent of the Board and subject to the provisions of the *Land Act 1901* or any Act for the time being in force amending the same transfer mortgage sublet or part with the possession of the whole or any part of the land hereby demised.

6. That he or they will forthwith after the granting of this lease commence and continue to destroy and will within two years after the issue of this lease have destroyed to the satisfaction of the Board the animals and birds by the *Land Act 1901* included in the term "vermin" or which the Governor in Council may by proclamation in the *Government Gazette* declare or have declared to be vermin for the purposes of the said Act or of any Act thereby repealed upon the land hereby demised and will keep the same free of such animals and birds and of Bathurst burr wild briar and gorse to the satisfaction of the Board.

7. That he or they will within six years from the issue of this lease if not sooner called upon under the provisions of the *Fences Act 1890* enclose the land described herein with a fence and keep the same in repair. Provided nevertheless that where any lessee proves to the satisfaction of the Board that owing to the physical nature of the land demised the enclosing thereof with a fence would be impracticable or where in the opinion of the Board the fencing of the whole or any part of the land hereby demised is not required the Board may in writing accept as a compliance with this covenant the expenditure by the lessee on such land for substantial and permanent improvements previously approved by the Board of an amount equivalent in the Board's opinion to the cost of fencing.

8. That these presents are granted upon this condition that the lessee his executors or administrators will within one year from the date of these presents erect or cause to be erected on the land hereby demised a substantial dwelling-house to the value at least of Fifty pounds sterling and that he or they will before the expiration of the second year from such date make on the said land further substantial and permanent improvements to the full value of Twenty-five pounds sterling and that before the expiration of the sixth year from such date he or they will have fenced in or enclosed not less than one-fourth part of the land hereby demised with a good and substantial fence of one of the kinds specified in the *Fences Act 1890* and on such area so fenced he or they will within the time aforesaid have established a garden orchard properly laid out cultivated and attended to.

9. That he or they will during the currency of this lease at all times repair maintain and uphold and keep in a good and tenantable state of repair and maintenance all buildings fences and other erections at any time constructed or placed on the land during the term hereby granted and will maintain and cultivate in a husbandlike manner any garden or orchard established under the conditions of this lease.

10. That he or they will permit any person appointed in that behalf by the Board of Land and Works at any time to enter upon the premises hereby demised to ascertain if the conditions and covenants of this lease are being performed by the lessee.

11. That he or they shall and will observe perform fulfil and be bound by the stipulations conditions covenants and provisos contained in the Schedule hereto or which may be made pursuant to the *Land Act 1901* or any Act for the time being in force amending the same from time to time by the Governor in Council.

12. That these presents are upon this condition that if and whenever there shall be a breach of or non-compliance with any of the covenants stipulations conditions provisos or agreements by the lessee herein contained and the Governor in Council shall determine that this lease shall in consequence be avoided (and the production of the minute of the proceedings of the Executive Council whereat such determination was arrived at shall be conclusive evidence thereof) then these presents and the term hereby created shall be void and of no effect.

13. That these presents are upon this further condition that the Governor in Council or the Board may at any time enter upon the whole or any portion of the land hereby demised for the purpose of resuming the same if required for reserves for public purposes railways roads highways canals or other internal communication through such lands or for reservoirs or for mining purposes. And further that in the event of such entry the lessee his executors administrators and assigns or any mortgagee or licence will remove any improvements from off the land so resumed and relinquish and give up possession of the same to His Majesty. There shall be paid by His Majesty the actual cost of removing and re-erection of and any actual depreciation in value caused by such removal and re-erection of such improvements and the amount of loss sustained in consequence of the relinquishment of any improvements not removable such cost or amount to be fixed by the Board of Land and Works and to be payable to such person or persons as it determines. Provided that no compensation for severance or for any person's interest in the unexpired term of the lease shall be given or allowed.

14. That these presents are upon this further condition that if and whenever any instalment covenanted to be paid hereunder shall be in arrear whether the same shall have been legally demanded or not or if and whenever there shall be a breach of any of the covenants and agreements positive or negative by the lessee hereinbefore contained and this lease be avoided either by operation of law or by a determination of the Governor in Council hereinbefore provided then these presents and the term hereby created shall be void and of no effect and immediately upon these presents and the term hereby created becoming void and of no effect it shall be lawful for any bailiff of Crown lands or for any other agents or officers authorized in that behalf without any demand whatsoever to enter upon the land hereby demised and the lessee his executors administrators and assigns and all persons claiming from under or through him or them for ever to expel and remove therefrom without any legal process whatsoever and as effectually as any sheriff might do in case His Majesty had obtained judgment in ejectment for recovery of possession of the said land and a writ of *habere facias possessionem* or other process had issued on such judgment directed to such sheriff in due form of law. And that in case of such entry and any action being brought or other proceeding taken for or on account of the same by any person whomsoever the defendants or defendant to such action may plead leave and licence in bar thereof and these presents shall be conclusive evidence of the leave and licence of the lessee his executors or administrators and all persons claiming from under or through him or them to any bailiff of Crown lands and all persons acting in the matters complained of in such action or other proceedings. Provided nevertheless that a forfeiture for non-payment of any half-yearly instalment may be prevented by payment thereof with an additional sum equal to Five pounds per centum of the amount of such instalment within three months of the due date thereof or of Ten pounds per centum of such amount within six months of such date. Provided further that no forfeiture shall operate to extinguish any debt to the Crown in respect of such instalment.

May 27, 1902.

1864

15. That these presents are upon this further condition that at any time after the expiration of the first six years of this demise provided the Board is satisfied that all the covenants and conditions hereof have been complied with and the fencing and improvements maintained upon payment of an amount equal to the balance of the principal the lessee or his representatives shall be entitled to a grant in fee of the lands hereby demised subject to such covenants conditions exceptions and reservations as the Governor in Council may direct.

In witness whereof His Excellency

Governor in and over the State of Victoria and its Dependencies hath on behalf of His Majesty the King caused this demise to be sealed with the seal of the said State on the _____ day of _____ One thousand nine hundred and _____ the Board of Land and Works hath hereunto affixed its common seal and the lessee hath hereunto set his hand and seal.

The common seal of the Board of Land and Works }
was hereunto affixed the _____ day of _____ }
in the year of our Lord One thousand _____ } (L.S.)
nine hundred and _____ in the presence of— }
President. }
Member. }

Signed sealed and delivered by the above-named }
in the presence of— } (L.S.)

And the Honorable Daniel Joseph Duggan, His Majesty's Commissioner of Crown Lands and Survey for the State of Victoria, shall give the necessary directions herein accordingly.

THOS. BRISBANE,
Clerk of the Executive Council.